

MEMORANDUM OF UNDERSTANDING

BETWEEN

**THE SECRETARY OF DEFENSE ON BEHALF OF
THE UNITED STATES OF AMERICA**

**REPRESENTED BY
THE NATIONAL IMAGERY
AND MAPPING AGENCY**

AND

**THE SECRETARY OF STATE FOR DEFENCE OF THE
UNITED KINGDOM OF GREAT BRITAIN**

AND NORTHERN IRELAND

**REPRESENTED BY
UNITED KINGDOM CRUISE MISSILE
SUPPORT ACTIVITY
MINISTRY OF DEFENCE**

FOR

**MISSION PLANNING SUPPORT TO THE ROYAL NAVY
TOMAHAWK WEAPON SYSTEM**

Short Title: RN TOMAHAWK MISSION PLANNING MOU

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ACRONYMS AND DEFINITIONS

ACRONYMS

DSA	Designated Security Authority
FMS	Foreign Military Sales
GGIS	Global Geographic Information and Services
GIOE	Geospatial Information and Services Office, International/Coproduction Division, EUCOM/CENTCOM Department
ISD	In Service Date
JCS	Joint Chiefs of Staff
LOA	Letter of Offer and Acceptance
NATO SOFA	NATO Status of Forces Agreement
NIMA	National Imagery and Mapping Agency
PEOCU	Program Executive Office Cruise Missiles and Unmanned Aerial Vehicles
POC	Point of Contact
TLAM	TOMAHAWK Land Attack Missile
UK CMSA	United Kingdom Cruise Missile Support Activity

DEFINITIONS

Designated Security Authority	The security office approved by national authorities to be responsible for the security aspects of this MOU.
Global Geographic Information and Services	Worldwide, accurate, current, spatially co-referenced, attributed feature information about the earth arranged in a coherent structure to support measurement, mapping, monitoring, modeling, terrain evaluation, and spatial reasoning applications.
UK TOMAHAWK specific Command and Control System	All personnel, systems, and equipment associated with TLAM mission planning in the UK.

SECTION I

INTRODUCTION

1. This Memorandum of Understanding (MOU) establishes an understanding between the Secretary of Defense on behalf of the United States of America represented by the National Imagery and Mapping Agency (NIMA) and the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland represented by the United Kingdom Cruise Missile Support Activity (UK CMSA), Ministry of Defence, hereinafter referred to as the "Participants" in the exchange of digital data and related Global Geographic Information and Services (GGIS) products required to support Tomahawk Land Attack Missile (TLAM) operations.

2. The arrangements under which the UK MOD will procure the RN TOMAHAWK Weapon System, under the TOMAHAWK Weapon System/Services Foreign Military Sales (FMS) Case (UK-P-AGS), are established in the RN TOMAHAWK MOU. The provisions of this MOU are supplementary to those of the RN TOMAHAWK MOU.

3. The Participants, recognizing the Agreement concerning Defense Co-operation Arrangements of 27 May, 1993 between the Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland will apply to this MOU, and the benefits to be obtained in standardization and interoperability through the provision and exchange of TLAM data and TLAM related GGIS products, have reached the following understandings.

SECTION II

OBJECTIVES/SCOPE

1. The objectives of this MOU are to establish the framework under which the Participants will:

a. Exchange TLAM support products and related GGIS information and data deemed to be necessary for TLAM operations.

b. Exchange requirements via the designated U.S. and UK Points of Contact (POCs), in consultation with the U.S. DoD Program Executive Office (Cruise Missile and Unmanned Aerial Vehicles) (PEOCU) and the U.S. Navy Cruise Missile Support Activities as appropriate.

SECTION III

IMPLEMENTING ANNEXES

1. The provisions, procedures, responsibilities and technical details for the cooperative activities mentioned in SECTION II, "OBJECTIVES/SCOPE", will be described and detailed in individual Implementing Annexes to this MOU.
2. Each Implementing Annex will state the specific purpose, provisions, procedures and responsibilities of each Participant for the activities described in the Implementing Annex. The content of any Implementing Annex may be revised at any time by mutual written consent of the Participants and additional Implementing Annexes may be added as necessary.
3. Each Implementing Annex will be formally approved and signed by each of the Participants.
4. Implementing Annexes will not include any provision inconsistent with this MOU and will specify any national restrictions which may apply to GGIS materials and data to be provided. The requirements of Implementing Annexes will take into account the capabilities of both Participants, and will be subject to the availability of GGIS resources (equipment, personnel, facilities, and finances) of the Participants.

SECTION IV

RESPONSIBILITIES OF PARTICIPANTS

1. All data and products provided by NIMA to the UK CMSA under this MOU are intended for the exclusive use of the UK TOMAHAWK specific Command and Control System for the sole purpose of supporting TLAM operations. Provision of this data or products to any individual, organization or entity outside of the UK TOMAHAWK specific

Command and Control System or any third party is not permitted unless prior written consent of the other participant is obtained.

2. In the event the UK CMSA requires a product for TLAM operations that NIMA does not have in its available holdings, NIMA will undertake production of the necessary products. All UK CMSA production requirements will be subject to the same Joint Chiefs of Staff (JCS) priority screening process as U.S. Service requirements and will be produced accordingly. It is estimated that not more than ten percent of the UK CMSA product requests annually will fall outside of available NIMA product holdings, requiring new production on NIMA's part.

3. The U.S. Navy may modify the TLAM system such that a NIMA product or data set becomes obsolete or is no longer required. In the event that the UK chooses not to implement a U.S. Navy initiated change that makes NIMA products obsolete or not required, NIMA will not be responsible for providing products to the UK Royal Navy that the U.S. Navy no longer requires. However, prior to withdrawing support for an obsolete or non-required product, NIMA will inform the UK of the feasibility and potential full costs attributable to continuing exclusive UK CMSA support to allow the UK to consider all options.

4. Subject to National releasability caveats, the UK TOMAHAWK specific Command and Control System will provide NIMA with copies of any GGIS materials created or modified by the UK TOMAHAWK specific Command and Control System to support TLAM operations, which have utilized NIMA provided products. Provision of this data to any individual, organization, entity or any third party, outside of the U.S. Government for purposes other than official use is not authorized unless specifically covered in an Implementing Annex.

5. In the exchange and reproduction of GGIS materials, data, or information, the Participants recognize the requirement to comply with all restrictions including security, use, reproduction, copyright, trademark, release and distribution imposed on all GGIS materials and data furnished to one Participant by the other, even after termination or expiry of this MOU unless otherwise mutually agreed in writing.

SECTION V

FINANCIAL PROVISIONS

1. NIMA production and distribution costs associated with this MOU are covered in the current TOMAHAWK Weapon System/Services Foreign Military Sales (FMS) Case (UK-P-AGS), which covers the period until 2000. It is intended that a subsequent FMS case will be implemented to cover through life support aspects which will again cover NIMA production and distribution costs associated with this MOU. Variations from this financial provision will be addressed in Letters of Offer and Acceptance (LOA) associated with the FMS Case, as required.

2. A Participant will promptly notify the other Participant if available funds are not adequate to fulfill a responsibility under this MOU. If a Participant notifies the other Participant that it is terminating or reducing its funding in support of this MOU, both Participants will immediately consult with a view toward continuation on a mutually determined modified basis. If, following consultation, the Participants mutually conclude that continuation on a modified basis is not practicable, then the provisions of Section XI will apply.

3. All costs of packaging and mailing materials to designated addressees as defined in the Implementing Annexes will be borne by the receiving Participant.

SECTION VI

MANAGEMENT

1. Representatives from NIMA and the UK MOD will be established as POCs for the management and execution of this MOU. The POCs will be responsible for liaison to ensure that the requirements of this MOU and related Implementing Annexes are fulfilled. Costs associated with NIMA support will be included in applicable LOAs under the TOMAHAWK Weapon System FMS case. The FMS case will be managed through standard FMS procedures.

2. The POCs nominated to manage and administer this MOU are:

a. For NIMA:

- i. Program Administration/Interface - GIOE, UK Desk Officer
- ii. Product Support - COT EUCOM Customer Support Team Representative.

b. For U.S. PEOCU - PMA281 Representative.

c. For the UK MOD:

- i. Program Management - AD/TLAM-UW342;
- ii. Program Interface - UK CMSA Director.

3. A progress system will be jointly established by the NIMA Program Administration/Interface POC and the UK MOD Program Management POC that will allow both representatives to properly discharge their responsibilities to their respective organizations in the execution of this MOU. The progress system will be described in an Implementing Annex.

SECTION VII

STATUS OF PERSONNEL

1. The NATO Status of Forces Agreement of 19 June, 1951 will apply to the Participants and to members of their forces and civilian component.

2. The personnel related to this MOU will remain in the employ, administration, and control of the appointed representative of the providing Participant. Civilian personnel will be considered to be "members of the civilian component" within the meaning of Article I of the NATO SOFA. All such civilians and military personnel will enjoy the full protection under the NATO SOFA.

3. Employees and agents of contractors involved in any activity under this MOU will not be considered to be civilian personnel employed by a Participant for the purpose of this section.

4. The Participants will take the necessary steps to facilitate the entry and departure of personnel, equipment and materials connected with this MOU.

SECTION VIII

SECURITY

1. All classified information or material provided or generated pursuant to this MOU will be stored, handled, transmitted, and safeguarded in accordance with the General Security Agreement between the Governments of the United Kingdom and the United States of America, dated 14 April 1961, as amended, and including the Industrial Security Annex thereto, of 18 April 1984, as amended.
2. Classified information and material will be transferred only through official government-to-government channels or through channels approved in writing by the Designated Security Authorities (DSAs) of the Participants. Such information and material will bear the level of classification, denote the country of origin, the conditions of release, and the fact that the information relates to this MOU.
3. Each Participant will take all lawful steps available to it to ensure that information provided or generated pursuant to this MOU is protected from further disclosure, except as permitted by paragraph 8 of this section, unless the other Participant consents to such disclosure. Accordingly, each Participant will ensure that:
 - a. The recipient will not release the Classified Information to anyone who is not an officer, employee or agent of the government of the recipient Participant without the prior written consent of the originating Participant. For the purposes of this subparagraph the term agent includes a contractor of the government of the recipient Participant under contract to that government for the purpose of that Participant's TOMAHAWK Weapon System program.
 - b. The recipient will not use the Classified Information for other than the purposes provided for in this MOU.
 - c. Each Participant will provide receipts for all documents or material classified as Secret or higher.

d. The Participants will not sell, transfer title to or transfer possession of information or data acquired under this MOU without the prior written consent of the other Participant.

4. The Participants will investigate all cases in which it is known or where there are grounds for suspecting that Classified Information or material provided or generated pursuant to this MOU has been lost or disclosed to unauthorized persons. Each Participant also will promptly and fully inform the other Participant of the details of any such occurrences, and of the final results of the investigation and of the corrective action taken to preclude recurrence.

5. The DSA of the country in which a classified contract is awarded will assume responsibility for administering within its territory security measures for the protection of the classified information, in accordance with its laws and regulations. Prior to the release to a contractor, prospective contractor, or subcontractor of any classified information received under this MOU, the DSA will:

a. Ensure that such contractor, prospective contractor or subcontractors and their facilities have the capability to protect the information adequately.

b. Grant a security clearance to the facilities, if appropriate.

c. Grant a security clearance for all personnel whose duties require access to classified information, if appropriate.

d. Ensure that all persons having access to the information are informed of their responsibilities to protect the information in accordance with national security laws and regulations, and the provisions of this MOU.

e. Carry out periodic security inspections of cleared facilities to ensure that the classified information is properly protected.

f. Ensure that access to the classified information is limited to those persons who have a need-to-know for purposes of the MOU.

6. Contractors, prospective contractors, or subcontractors which are determined by DSAs to be under financial, administrative, policy or management control of third country nationals may participate in a contract or subcontract requiring access to Classified Information provided or generated pursuant to this MOU only when enforceable measures are in effect to ensure that third country nationals will not have access to Classified Information. If enforceable measures are not in effect to preclude access by third country nationals the other Participant will be consulted for approval prior to permitting such access.
7. For any facility wherein Classified Information or material is to be used, the responsible Participant or contractor will approve the appointment of a person or persons to exercise effectively the responsibilities for safeguarding at such facility the information or material pertaining to this MOU. These officials will be responsible for limiting access to Classified Information or material involved in this MOU to those persons who have been properly approved for access and have a need-to-know.
8. Each Participant will ensure that access to the Classified Information is limited to those persons who possess requisite security clearances and have a specific need for access to the information in order to participate in the RN TOMAHAWK Weapon System program.
9. Information or material provided or generated pursuant to this MOU may be classified as high as collateral SECRET. The existence of this MOU is Unclassified, and the contents are Unclassified except that the contents of some annexes may be classified SECRET.
10. The security responsibilities of the Participants contained in this section will continue notwithstanding termination or expiration of this MOU.

SECTION IX

VISITS TO ESTABLISHMENTS

1. Each Participant will permit visits to its Government establishments, agencies and laboratories, and Contractor industrial facilities by employees of the other Participant or by employees of the other Participant's Contractors, provided that the visit is authorized by

both Participants and the employees have appropriate security clearances and a need-to-know.

2. All visiting personnel will be required to comply with security regulations of the Host Participant. Any information disclosed or made available to visitors will be treated as if supplied to the Participant sponsoring the visiting personnel, and will be subject to the provisions of this MOU.

3. Requests for visits by personnel of one Participant to a facility of the other Participant will be coordinated through official channels, and will conform with the established visit procedures of the host country. Requests for visits will bear the name of the TLAM Program and will be submitted in accordance with International Visit Procedures.

4. Lists of personnel of each Participant required to visit, on a continuing basis, facilities of the other Participant will be submitted through official channels in accordance with Recurring International Visit Procedures.

SECTION X

SETTLEMENT OF DISPUTES

1. Any dispute between the Participants arising under or relating to this MOU or any of the Implementing Annexes will be resolved only by consultation between the Participants and will not be referred to any national court, to an international tribunal, or to any other party, entity or forum for settlement.

SECTION XI

AMENDMENT, ENTRY INTO EFFECT, DURATION, AND TERMINATION

1. All activities of the Participants under this MOU will be carried out in accordance with their respective national laws and the responsibilities of the Participants will be subject to the availability of appropriated funds for such purposes.

2. This MOU will come into effect on the date of final signature and will remain in effect for the duration of the UK TOMAHAWK Weapon System/Services FMS Case (UK-P-AGS) or

any successor thereof, unless extended by the Participants. It is the intention of the Participants to implement the provisions of this MOU through to its completion, however, this MOU may be amended or terminated at any time by the mutual written consent of the Participants. In the event of termination, both Participants will consult prior to the date of termination to ensure termination on the most economical and equitable terms.

3. Either Participant may withdraw from this MOU upon 180 days written notice to the other Participant. Such notice will be the subject of immediate consultation by the Participants to decide upon the most appropriate course of action. If the UK chooses to withdraw from this MOU, such termination will be carried out under the arrangements to be made by the Participants at that time, in the most economical terms. If the U.S. chooses to withdraw from this MOU or chooses to introduce a very significant modification to the TLAM program which has a detrimental effect on the RN TLAM program, the U.S. will take all practical measures to assist the UK in the continuation of the RN TLAM program, should the UK so desire.

4. The respective rights and responsibilities of the Participants regarding Status of Personnel (Section VII), Security (Section VIII) and Settlement of Disputes (Section X) will continue notwithstanding termination, withdrawal or the expiration of this MOU.

5. The Participants will continue to comply with all restrictions including security, use, reproduction, copyright, trademark, release, and distribution imposed on GGIS materials and data furnished by one Participant to the other even after termination unless otherwise mutually agreed.

SECTION XII

DATE OF IMPLEMENTATION, AND SIGNATURE

1. The foregoing represents the understandings reached between the Secretary of Defense on behalf of the United States of America and the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland upon the matters referred to therein. Signed in duplicate in English by authorized representatives.

**FOR THE SECRETARY OF DEFENSE
ON BEHALF OF THE UNITED STATES
OF AMERICA:**

Signed:



JOHN R. SORVIK

Associate Director

International/Coproduction Division

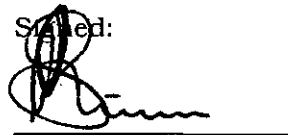
National Imagery and Mapping Agency

Date: November 30, 1998

Location: Bethesda, MD USA

**FOR THE SECRETARY OF STATE FOR
DEFENCE OF THE UNITED KINGDOM
OF GREAT BRITAIN AND NORTHERN
IRELAND:**

Signed:



R P STEVENS

Rear Admiral, RN

Flag Officer Submarines

Date: 7 December 1998

Location: Northwood, London